



STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
AMENDMENT # 1
RFP # 317.03-128

September 14, 2005

The subject RFP is hereby amended as follows.

A. The following RFP Schedule of Events updates or confirms scheduled RFP dates.

EVENT	TIME	DATE	UPDATED/ CONFIRMED
1. State Issues RFP		August 17, 2005	CONFIRMED
2. Disability Accommodation Request Deadline		August 24, 2005	CONFIRMED
3. Pre-proposal Conference	9:00 a.m. CST	August 26, 2005	CONFIRMED
4. Notice of Intent to Propose Deadline		August 30, 2005	CONFIRMED
5. Written Comments Deadline		September 2, 2005	CONFIRMED
6. State Responds to Written Comments		September 14, 2005	CONFIRMED
7. Proposal Deadline	2:00 p.m.	September 21, 2005	CONFIRMED
8. State Completes Technical Proposal Evaluations		September 30, 2005	CONFIRMED
9. State Opens Cost Proposals & Calculates Scores	9:00 a.m.	October 3, 2005	CONFIRMED
10. State Issues Evaluation Notice & Opens RFP Files for Public Inspection	9:00 a.m.	October 5, 2005	CONFIRMED
11. Contract Signing		October 17, 2005	CONFIRMED
12. Contract Signature Deadline		October 24, 2005	CONFIRMED
13. Performance Bond Deadline		October 25, 2005	CONFIRMED
14. Contract Start Date		November 7, 2005	CONFIRMED

B. The following State responses to the questions detailed shall amend or clarify this RFP accordingly. (Note: in the questions that follow, any vendor's restatement of the text of the Request for Proposals [RFP] is for reference purposes only and shall not be construed to change the original RFP wording.)

QUESTION/COMMENT	STATE RESPONSE
<p>1. Section 4.3.9.2</p> <p>The State shall <u>not</u> contract with or consider a proposal from:</p> <p>4.3.9.2 a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this shall not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);</p> <p>Our shareholder base is comprised of roughly 2.6 million shareholders. We do not have an all-inclusive listing of State of Tennessee employees or officials. How can we definitively state that none of your employees has a greater than 2% ownership of the total outstanding stocks?</p>	<p>By submitting a Proposal in response to RFP #317.03-128, the Proposer is affirming that, <u>to the best of the Proposer's knowledge</u>, the Proposal is in full compliance with RFP Section 4.3.9.2.</p> <p>The State does not intend to impose sanctions under this section unless a reasonable Proposer knew or should have known about the ownership interest involved.</p> <p>The State reserves the right to deem a Proposal non-responsive and reject the Proposal, or terminate the State's contract with the vendor, if the State at any time determines that the Proposer is not, or was not, in compliance with RFP Section 4.3.9.2.</p>
<p>2. Sections 4.6.1, 4.6.2, 4.6.3</p> <p>4.6.1 The Proposer awarded a contract pursuant to this RFP may not subcontract, transfer, or assign any portion of the contract without the State's prior, written approval.</p> <p>4.6.2 A subcontractor may <u>only</u> be substituted for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.</p> <p>4.6.3 At its sole discretion, the State reserves the right to</p>	<p>Regardless of circumstances, the State must approve subcontractor relationships in advance, in writing.</p> <p>In case of a widespread disaster, the State would act in its best interest to avoid delays and would expedite the prior written approval process for subcontractors. In such a case, the written approval could take various forms, including, but not limited to, emails or faxes.</p> <p>The State will not agree, in advance, to waive penalties for late responses.</p>

<p>refuse approval of any subcontract, transfer, or assignment.</p> <p>The inability to subcontract maintenance services in the case of a widespread disaster may cause delays in service to the State of Tennessee. Is the State willing to allow subcontracting under these circumstances, without prior written approval, in order for the Vendor to meet the committed response times? In lieu of this, is the State willing to waive the penalties for late response due to the States written requirement?</p>	
<p>3. Section 5.3.4</p> <p>5.3.4 The Proposer with the apparent best-evaluated proposal <u>must</u> agree to and sign a contract with the State which shall be substantially the same as the RFP Attachment 6.1, <i>Pro Forma Contract</i>.</p> <p>However, the State reserves the right, at its sole discretion, to add terms and conditions or to revise <i>pro forma</i> contract requirements in the State's best interests subsequent to this RFP process. No such terms and conditions or revision of contract requirements shall materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP process.</p> <p>This section states that the Vendor must agree to sign a contract with the State which shall be SUBSTANTIALLY the same as the Pro Forma Contract and furthermore indicates that the State is willing to consider additional terms and conditions and or modifications to the language as contained in the Pro Forma Contract. However, sections 1 and 5 of Attachment 6.2 state that the vendor shall</p>	<p>As stated in RFP Section 4.1, the appropriate time to request modifications to pro forma contract terms and conditions was during the Written Comments period. The deadline for Written Comments was September 2, 2005. The potential Proposer provided no specific requests for pro forma contract language changes by the specified deadline.</p> <p>In accordance with RFP Section 5.3.4, the State reserves the right to modify the pro forma contract "in the State's best interests." However, the State will <u>not</u> consider any modifications to the pro forma contract that are not deemed by the State to be in the State's best interest.</p> <p>The Proposer is correct in its interpretation of the Proposer's responsibilities with regard to RFP Attachment 6.2, items 1) and 5). By signing the Proposal Transmittal and Statement of Certifications and Assurances, the Proposer confirms that it "shall comply with all of the provisions in the subject RFP and shall accept all terms and conditions set out in the RFP Attachment 6.1, <i>Pro Forma Contract</i>."</p> <p>Please refer also to RFP Attachment 6.3, Section A.1: <i>"Each Proposer <u>must</u> sign the Proposal Transmittal and Statement of Certifications and Assurances without exception or qualification."</i></p>

<p>accept ALL terms and conditions set out in the Pro Forma Contract.</p> <p>Question: If a Vendor needs to add terms and conditions or a modification to the Contract in order to respond to the RFP, how does the State wish to see these clarifications/modifications?</p>	
<p>4. Can the State provide a listing of State holidays, please?</p>	<p>The web site noted below lists official Tennessee State Holidays for 2005. The same holidays are observed each year. However, the Christmas holiday varies slightly each year (often allowing more than one day) as determined by the Governor each fall.</p> <p>http://www.tennesseeanytime.org/about/holidays.htm!</p>
<p>5. Attachment 6.1, Section C.2.a -</p> <p>i. The State shall provide to the vendor a monthly listing of items to be maintained. A "month" shall be defined as a calendar month.</p> <p>Does this mean that the State can tell us month by month, what they want covered and what they don't?</p>	<p>To the best of its ability, in Contract Section C.3.a, the State has provided an initial list of equipment to be covered. As necessary, the State will modify the initial list of covered equipment and will provide the list to the vendor. The State cannot predict how often the State will need to modify this list.</p>
<p>6. Section C.3.a, last paragraph:</p> <p>For each Equipment item that figures into the monthly invoicing calculation, if the item was in service for less than an entire month, the Contractor shall prorate the cost for that Equipment item such that the invoice only reflects the portion of the month that the item was actually in service.</p> <p>Section C.3.d, second to last sentence:</p> <p>No adjustments will be made for units added to or removed from maintenance during the month being billed.</p> <p>Question--This section appears to contradict each other. Please clarify, is the State willing to pay partial months coverage?</p>	<p>As the vendor has pointed out, there is a conflict in the existing language.</p> <p>The State's actual intent is stated in Contract Section C.3.a, last paragraph. Upon contract execution the State will provide the Contractor with a list of equipment similar to the list that appears in Contract Section C.3.a. The State will also provide a baseline of the quantities of each item that the State believes to be in service. The Contractor will then confirm the baseline quantities. From that point forward, and for the full term of the Contract, the Contractor shall notify the State of any changes in the numbers of items in service. Each month the Contractor shall base its invoice calculations on the actual numbers of items in service, <u>prorating the invoice amount for any item that was not in service for the full month.</u></p> <p>The State is amending the pro forma Contract to remove the contradiction. Please see Items C. and D. below.</p>

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C. Delete RFP Attachment 6.1, pro forma contract, Sections C.3.a.i through C.3.a.iii, in their entirety and insert the following in their place:

- i. Upon execution of the Contract, the State shall provide to the Contractor a listing of items to be maintained, including the quantities of each item currently in service. The Contractor shall verify the exact quantities of items in service, and shall notify the State monthly, as a part of the invoice process, whenever the quantity of any item in service changes. As deemed necessary by the State, the State shall audit the reported item quantities to insure that they are accurate.
- ii. Based on the item listing, each month the Contractor shall determine the total quantity of each Equipment item, from the table above, that is currently in service in the State's SNA Network. A "month" shall be defined as a calendar month.
- iii. The Contractor shall multiply the quantities of each item in service times the "Maintenance Cost – Per Item Per Month" for that item from the table above.

D. Delete RFP Attachment 6.1, pro forma contract, Section C.3.d, second paragraph, in its entirety and insert the following in its place:

The Contractor shall submit monthly invoices for completed work, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall, at a minimum, provide a complete equipment inventory, including descriptions of the units of equipment and services, and all applicable monthly unit rates. Invoices shall also include the number of hours worked, the applicable Payment Rate, and the total amount due the Contractor for the period invoiced.